

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
288 4TH LLC**

This Limited Liability Company Operating Agreement (this “Agreement”) of **288 4TH LLC** (the “Company”) is entered into as of this 27th day of July, 2022 by Perl Weisz (“PW”) the sole member of the Company (the “Member”).

Recitals:

WHEREAS, the Member has formed the Company as a limited liability company under the New York Limited Liability Company Act, (as amended from time to time, the “Act”) in accordance with the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Member hereby agrees as follows:

1. Name. The name of the limited liability company shall be 288 4TH LLC.
2. Office. The principal office of the Company is 320 Roebling Street, Suite #B120, Brooklyn, New York 11211 or such other place or places as the Member shall determine.
3. Term. The term of the Company shall commence as of the date of filing of the Articles of Organization of the Company with the Department of State of the State of New York and the Company shall be dissolved and its affairs wound up as provided in said Articles, in this Agreement or as otherwise provided in said Articles, in this Agreement or as otherwise provided in the Act.
4. Purpose. The Company is formed for the purpose of engaging in any lawful act or activities for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.
5. Members. The name and address of the Members is as follows:

Name	Interest
PERL WEISZ	100%

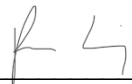
6. Management Powers. The business and affairs of the Company shall be managed by Perl Weisz (sometimes herein referred to as the “Managing Manager”). The Manager is authorized to execute any and all documents on behalf of the Company necessary or appropriate in connection with the acquisition, financing, operation, management or development of the business and any property of the Company.
7. Capital Contributions. The initial capitalization of the Company shall consist of \$100 contributed by the Members.

8. Additional Contributions. The Members are not required to make any additional capital contributions to the Company, provide however, that additional capital contributions may be made at such time and in such amounts as the Members shall determine.
9. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Members in accordance with their Membership Interests set forth in Paragraph 5 herein.
10. Distributions. All profits realized by the company shall be distributed to the Members in accordance with their percentage of Membership Interests set forth in Paragraph 5 herein.
11. Assignments. A Member may not assign or transfer in whole or in part his interest in the Company without the consent of the other Members.
12. Withdrawal of Members; Termination of the Company. So long as they are the only member, the Member may withdraw from the Company, provided that such withdrawal from the Company shall result in the constructive termination of the Company. If there is more than one member, then no members shall be permitted to withdraw from the Company or demand a return or payment of his capital contribution.
13. Admission of Additional Members. The Member may not cause the Company to admit one or more additional members to the Company without the consent of all Members.
14. Liability of Members. The Members shall not have any liability for the obligation or liabilities of the Company except to the extent provided in the Act.
15. Governing Law. This Agreement shall be governed by, and constructed under, the laws of the State of New York, all rights and remedies being governed by said laws.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Member has executed this Agreement as of the date first written above.

MEMBERS:

By: 
Name: Perl Weisz
Title: Managing Member